

A. G. Contract KR93 2649TRN
JPA No. 93-161
ECS File: JPA 94-61 93-161
Project: S-275-512
Tracs: 082 SC 019 H3481 01C
Section: SR-82

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PATAGONIA

THIS AGREEMENT is entered into 25 MARCH, 1994
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF PATAGONIA, acting by and through its MAYOR and TOWN
COUNCIL, (the "Town").

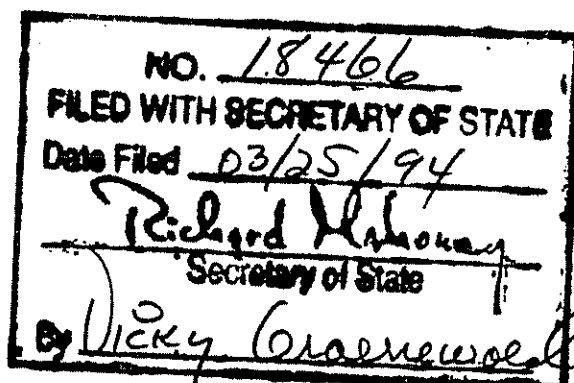
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the Town
to landscape areas within the right of way on State Route 82 at
the following location:

From centerline roadway station 947+44 to
centerline roadway station 955+50, a net distance
of approximately 0.15 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the state twenty five percent (25%) of the landscape contract cost up to \$20,000.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

Town of Patagonia
Town Manager
Box 767
Patagonia, AZ 85624


7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

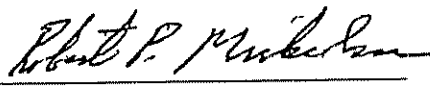
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF PATAGONIA

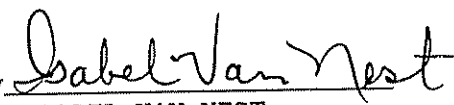
STATE OF ARIZONA

Department of Transportation

By 
ROY E. WALSH
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By 
ISABEL VAN NEST
Deputy Town Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of October 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Patagonia for the purpose of defining responsibilities for design, construction and maintenance of landscape and irrigation improvements to SR-82 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

Larry S. Bonine
for LARRY S. BONINE
Director

RESOLUTION NO. 349

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF PATAGONIA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR LANDSCAPING BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PATAGONIA.

BE IT RESOLVED by the Mayor and Town Council of the Town of Patagonia as follows:

That the Mayor and Town Council hereby approve the Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation and the Town of Patagonia for landscaping and maintenance along a portion of State Route 82 within the Town limits of the Town of Patagonia and authorize the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Patagonia, being JPA 93-161.

PASSED AND ADOPTED by the Mayor and Council of the Town of Patagonia, Arizona, this 23rd day of February, 1994.



MAYOR

ATTEST:



TOWN CLERK/TREASURER

APPROVED AS TO FORM:



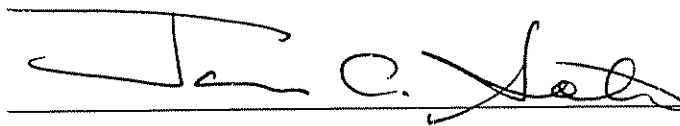
TOWN ATTORNEY

JPA 93-161

APPROVAL OF THE PATAGONIA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PATAGONIA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22nd day of FEBRUARY, 1994

A handwritten signature in black ink, appearing to read "J. C. [unclear]", written over a horizontal line.

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2649-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of March, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G